

**AN INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LYNNWOOD
AND THE CITY OF EDMONDS FOR
JOINT FUNDING OF A RECYCLING COORDINATOR**

THIS AGREEMENT between the City of Lynnwood ("Lynnwood") and the City of Edmonds ("Edmonds"), each a municipal corporation under the laws of the State of Washington, is dated this 9th day of March 2011.

WHEREAS, Chapter 39.34 RCW (Interlocal Cooperation Act) permits local government units to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage; and

WHEREAS, Edmonds and Lynnwood each presently staff and operate a solid waste program partially funded by a Department of Ecology grant; and

WHEREAS, the Department of Ecology has funds available to partially fund a continuation of the program; and

WHEREAS both Edmonds and Lynnwood have partially funded their respective programs for 2011 and 2012, yet do not have full funding capability; and

WHEREAS, Edmonds and Lynnwood have concluded that it would be in their best interests for Edmonds and Lynnwood to jointly fund their solid waste efforts as provided herein.

NOW, THEREFORE, the parties agree as follows:

1. Edmonds employs Steve Fisher as Recycling Coordinator, and Lynnwood has approved service provision by Mr. Fisher. Should the position of Recycling Coordinator become vacant during the term of this Agreement, Edmonds shall employ a Recycling Coordinator, with appropriate qualifications. The selection of the replacement Recycling Coordinator shall be subject to the approval of Lynnwood, which shall not be unreasonably withheld.
2. The Recycling Coordinator shall provide Edmonds and Lynnwood with a recycling program during 2011 and 2012 to provide for the activities and services described in exhibit A, which is incorporated herein by reference.
3. The Edmonds Recycling Coordinator will document actual activities and contacts in meeting the Lynnwood recycling program, and will provide verification of time spent on Lynnwood activities.
4. For services provided by the Recycling Coordinator, Lynnwood will reimburse Edmonds an amount not to exceed \$31,500.00 in the year 2011 and \$31,500.00 in 2012. Reimbursement shall be paid quarterly at a rate of \$46.50 per hour in the year 2011 and \$46.50 in 2012, including Lynnwood's fair share of direct charges of labor, benefits, and material costs, without the inclusion of overhead or general administrative charges, incurred in administering the Lynnwood recycling program. Edmonds shall notify Lynnwood when

1 Edmonds has been reimbursed \$20,000.00 in either year at which time the parties shall meet
2 to determine whether to amend the agreement to provide for further work and compensation.
3

- 4 5. The term of this agreement shall be effective as of January 1, 2011 and will expire December
5 31, 2012. This agreement may be extended by mutual agreement of both parties and upon
6 specific approval of the respective recycling programs for future budget years.
7

- 8 6. This agreement may be terminated by either party upon sixty (60) days notice.
9 Reconciliation of costs, payment, transfer of developed materials, and a current report of
10 completed activities will be completed within the sixty (60) day period following notice by
11 either party.
12

- 13 7. Lynnwood agrees to indemnify and hold harmless the City of Edmonds from any claims
14 arising as a result of the administration of Lynnwood's program under this agreement, and
15 Lynnwood and Edmonds agree to bear respective liability for any acts or omissions resulting
16 from this agreement as the same shall be determined under the laws of the State of
17 Washington or a mutually approved settlement agreement.
18

- 19 8. This agreement incorporates all the understanding between Edmonds and Lynnwood and
20 may only be modified in a writing signed by the parties hereto. It shall be filed with the
21 Department of Ecology and the Snohomish County Auditor as required by law.
22

- 23 9. In addition to the provisions previously stated regarding duration, organization and purpose,
24 the following provisions are included pursuant to the requirements of RCW 39.34.030.
25

26 9.1 No joint or cooperative undertaking is required by this agreement.
27 Therefore, no provision is made for the financing of any joint or cooperative
28 undertaking.
29

30 9.2 No joint property ownership is contemplated under the terms of this
31 provision. To the extent title to the right of way exists, it shall remain in the
32 ownership of the party which acquires it. In the event, at the termination of this
33 agreement, any personal property is jointly owned by the parties, either party
34 may purchase the interest of the other, with the other party's permission, at fair
35 market value, as such value is determined by the parties. In the event that neither
36 party wishes to retain jointly obtained property, it shall be surplussed and the
37 proceeds divided pro-rata based upon the party's initial contribution to the
38 purchase of such property. If both parties seek ownership of the property, value
39 shall be determined as herein provided and the right of the parties to purchase
40 the property or properties determined by the drawing of lots.
41

42 9.3 Because no joint or cooperative undertaking is contemplated by this
43 agreement, no provision has been made for an administrator or joint board.


1
2 9.4 This agreement shall be effective when listed by subject on the City of
3 Edmonds' web site, Lynnwood's web site or another electronically retrievable
4 public source, whichever shall first occur.
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6
7

8 IN WITNESS WHEREOF, the parties hereto have executed this agreement as of this
9 9th day of March, 2011.
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11 CITY OF LYNNWOOD

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15 Don Gough, Mayor

16
17 ATTEST

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21 Pat Dugan, Finance Director

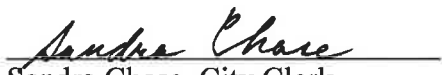
22
23 APPROVED AS TO FORM

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27 Rosemary Larson, City Attorney


CITY OF EDMONDS

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31 Mike Cooper, Mayor

32
33 ATTEST

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37 Sandra Chase, City Clerk

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39 APPROVED AS TO FORM

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43 W. Scott Snyder, City Attorney

1 **EXHIBIT A**

2
3
4 **Waste Reduction and Recycling Programs**
5 **Cities of Edmonds and Lynnwood**
6

7
8 **CONTINUED PUBLIC EDUCATIONAL MESSAGES & OUTREACH:**

9 Messages on public access cable channels.
10 Newsletter articles.
11 Program information section for city Internet web sites.
12 Presentations and assistance to schools, businesses, and organizations.
13 Educational outreach at local events.
14 Maintain Recycle Cart (Edmonds) and Recycle/Compost information racks (Lynnwood).
15 Distribution of brochures and flyers, and creation of educational displays.
16 Publicity, coordination and assistance with local scout troops with Christmas tree recycling.
17

18 **ASSISTANCE to MULTI-FAMILY PROPERTIES with RECYCLING EFFORTS:**

19 Continues to supply information and assistance to managers and tenants.
20 Expansion of available recycling to non-participating properties.
21 Contamination issues, illegal dumping, Christmas tree collection, multi-lingual formatted information.
22

23 **EXPANSION & MAINTENANCE of SINGLE-FAMILY RECYCLING PROGRAMS:**

24 Cooperation with the municipal waste collection companies in identifying non-customers for use in a campaign to
25 increase single family participation.
26 Publicity, information and management for special recycling collection and clean-up events (Lynnwood).
27

28 **ASSISTANCE to the COMMERCIAL SECTOR with WASTE PREVENTION & RECYCLING EFFORTS**
29 **and SOLID WASTE ISSUES & MANAGEMENT:**

30 Contacts, site visits, waste assessments to retail/office/manufacturers/schools/institutions.
31 Presentations of options and opportunities for businesses such as construction and demolition debris recycling,
32 material exchanges and reuse opportunities, and issues affecting water quality.
33 Continuation of promotion outreach and maintenance of the Compost Collection Project – involving collecting
34 organics from restaurants and other food service businesses.
35 Small Quantity Generator educational outreach (special & hazardous wastes).
36

37 **CONTINUED CITY IN-HOUSE WASTE PREVENTION & RECYCLING PROGRAM:**

38 Keep employees updated on recycling information and opportunities.
39 Expand and evaluate recycling, reuse, and solid waste generation and disposal.
40 Coordinate proper recycling of unwanted electronics.
41

42 **ADMINISTRATIVE DUTIES:**

43 Grant administration: Quarterly and final reports for Department of Ecology.
44 Program evaluation and ordinance research and writing.
45 Planning stages for proposed new and remodeled commercial and multi-family properties to help site enclosures and
46 containers for garbage and recycling.
47 Continued liaison with the municipal solid waste collection companies.
48

49 **CONTINUED LIAISON with COUNTY SOLID WASTE DEPARTMENT:**

50 Meetings and assistance with County programs:
51 -Household Hazardous Waste Drop-Off Station.
52 -County solid waste and recycling facilities.
53 -Used oil, oil filters, and antifreeze collection sites.
54 -Washington State E-Cycle program for proper electronics recycling.
55 Representative on Solid Waste Advisory Committee (SWAC) (Edmonds)